



Advertise Date: Tuesday, November 07, 2023

Lee County Board of County Commissioners
DEPARTMENT OF PROCUREMENT MANAGEMENT

Invitation to Bid (B)
DOT Construction Only

Solicitation No.: **B230637MWB**

Solicitation
Name: **Pernod Dr - Whiskey Creek Pipe Lining 1414-102-2023-5**

Open
Date/Time: **Wednesday, December 13, 2023** Time: **2:30 PM**

Location: **Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901**

Procurement
Contact: **Monica Busbee** Title **Procurement Analyst**

Phone: **(239) 533-8859** Email: **Mbusbee@leegov.com**

Requesting
Dept. **Transportation**

Pre-Bid Conference:
Type: No meeting scheduled at this time
Date/Time:
7 Location:

All solicitation documents are available for download at
www.leegov.com/procurement



Advertisement Date: Tuesday, November 07, 2023

INTRODUCTIONS AND BACKGROUND

Notice to Bidder

Invitation to Bid (B) Construction

Lee County, Florida, is requesting bids from qualified individuals/firms for

B230637MWB Pernod Dr - Whiskey Creek Pipe Lining 1414-102-2023-5

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills, and incidentals required for Lee County, Florida, in conformance with the Solicitation Documents, which include technical Specifications and/or a Scope of Work.

Those individuals/firms interested in being considered for this Solicitation are instructed to submit, in accordance with the Specifications, their Bids, pertinent to this project prior to

2:30 PM Wednesday, December 13, 2023

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the Solicitation name, Solicitation number, Bidder name, and contact information as identified in these Solicitation Documents.

The Scope of Work/Specifications for this solicitation is available from www.leegov.com/procurement. Bidders who obtain Scope of Work/Specifications from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

There will be no Pre-Bid Conference for this solicitation.

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-bid conference and site visit has not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Monica Busbee, Mbusbee@leegov.com

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Brooke".

Adam Brooke, CPPO, CPPB
Procurement Manager

*WWW.leegov.Com/Procurement is the County's official posting site

Terms and Conditions

INVITATION TO BID (B) CONSTRUCTION

1. DEFINITIONS. Additional definitions may be found in the Draft Construction Agreement attached hereto.
 - 1.1. **Addendum/Addenda:** A written document used to modify the terms of a procurement instrument (such as an Invitation to Bid or Request for Proposals). An addendum is not to be confused with a contract "amendment."
 - 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude Approved Alternatives of other manufacturer(s) or product(s).
 - 1.3. **Award:** The determination of a successful Bidder(s) in response to this Solicitation.
 - 1.4. **Bid/Proposal Package:** An offer specifically given to the County in response to an informal or competitive procurement invitation issued by the County. This is also referred to as a "Response."
 - 1.5. **Bid Bond/Security:** Security in the form and amount required by the County pledging that the Bidder shall enter into a Contract with the County in accordance with the terms stated in its Bid.
 - 1.6. **Bidder:** Any individual, firm, partnership, joint venture, or corporation submitting a Bid for this project, acting directly or through an authorized representative.
 - 1.7. **County:** The Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida, its successors, and assigns.
 - 1.8. **Contract/Agreement:** The written contract between the County and a successful Bidder pursuant to this Solicitation, a draft copy of which is attached hereto.
 - 1.9. **Contract Documents:** The documents listed in Section 1 of the attached draft Agreement.
 - 1.10. **Department of Procurement Management:** Shall mean the Lee County Department of Procurement Management.
 - 1.11. **Due Date and Time/Opening:** The date and time upon which a Bid or Proposal shall be submitted to, and actually received by, the Lee County Department of Procurement Management. Only Bids or Proposals received prior to the established date and time shall be considered.
 - 1.12. **Liquidated Damages:** Damages, usually in the form of monetary payment, agreed to by the parties to a contract which are due and payable as damages in the event of a breach of all or part of such contract. Liquidated Damages may be applied on a daily basis for as long as the breach is in effect.
 - 1.13. **Local Bidder:** Any Vendor whose physical business address, in the sole opinion of the County, is located within the boundaries of Lee County, Florida; at least two (2) fulltime employees in Lee County; and a Local Business Tax Receipt issued by Lee County at least one year prior to solicitation opening.
 - 1.14. **Responsible Bidder:** A Bidder submitting a Response who has the capability in all respects to perform fully the Contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having the integrity and reliability with a record of timely and acceptable past performance that will ensure good faith performance.
 - 1.15. **Responsive Bidder:** A Bidder submitting a Response that substantially conforms with all material respects to the requirements and criteria set forth in this Solicitation.
 - 1.16. **Solicitation/Solicitation Documents:** This document, its attachments, and any document hereinafter incorporated by reference.
 - 1.17. **Work:** All labor, materials, equipment, and incidentals required to fully, finally, and properly complete the construction project described herein and otherwise fully, finally and properly comply with all terms and conditions of the Contract Documents.
2. **ORDER OF PRECEDENCE**
 - 2.1. In resolving conflicts, errors, and discrepancies among the provisions of the Contract Documents, the order of precedence shall be as follows
 - 2.1.1. Florida State Law as applied to County Purchasing
 - 2.1.2. Lee County Procurement Ordinance 22-06
 - 2.1.3. Change Orders

- 2.1.4. Contract/Agreement including amendments and Exhibits.
- 2.1.5. Field Directive Change Orders
- 2.1.6. The Solicitation Documents, including any Addenda.

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the Bidder to ensure compliance with all federal, state, or county codes, rules, regulations, or other requirements, as each may apply.
- 3.2. **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
- 3.3. **License(s):** Bidder should provide, at the time of the opening of the Bid, licenses required for this product and/or service.

4. PREPARATION OF SUBMITTAL

- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission should be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1. "Sealed Bid"
 - 4.1.2. Bid number
 - 4.1.3. Bid title
 - 4.1.4. Bid due date
 - 4.1.5. Name of the Bidder submitting the Bid
 - 4.1.6. Bidder's Contact e-mail and telephone number
- 4.2. **Bid submission shall:**
 - 4.2.1. Provide two (2) hard copies. Mark one "Original," one "Copy."
 - 4.2.2. Provide one (1) electronic flash drive set of the entire submission documents.
 - 4.2.3. Provide that the electronic submission document is one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5. Not lock files.
- 4.3. **Submission Format:**
 - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with "Not Applicable" or "N/A" in large letters across the form.
 - 4.3.2. Failure to submit required or requested information may result in the Bidder being considered non-responsive.
 - 4.3.3. Execution of Bid: All documents must be signed by a corporate authorized representative, witnessed, and corporate and/or notary seals affixed, where applicable. All Bids shall be typed or printed in ink. The Bidder may not use erasable ink. All corrections made to the Bids shall be initialed.
 - 4.3.4. The County may request specific files be submitted in specialty format (i.e. Microsoft Excel, PowerPoint etc.). Vendor shall accommodate such specialty requests as stated or described herein. Should files not be provide in the format or quantity as requested Bidder may be deemed non-Responsive and therefore ineligible for award.
 - 4.3.5. The submission should not contain links to other web pages.
 - 4.3.6. Include any information requested by the County necessary to analyze your Bid, i.e., required submittals, literature, technical data, or financial statements.
 - 4.3.7. Bid Security/Bond(s), as applicable.
- 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this Solicitation. No reimbursement shall be made for any costs associated with the preparation and submittal of any Bid, or for any travel and per diem costs that are incurred by any Bidder.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Bidder's sole responsibility to deliver the Bid submission to the Lee County Department of Procurement Management prior to or on the time and date required. All references to date and time herein reference Lee County, FL local time.

- 5.2. Any Bids received after the stated time and date shall not be considered. Late Bids shall not be opened at the public opening.
- 5.3. The Lee County Department of Procurement Management shall not be responsible for delays caused by the method of delivery such as, but not limited to internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. **BIDDER REQUIREMENTS (unless otherwise noted)**
- 6.1. **Responsive and Responsible Bidders:** Only Bids received from Responsive and Responsible Bidders shall be considered. The County reserves the right, before recommending any Award, to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine if the Bidder is satisfactorily able to perform and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicates an inability for the Bidder to perform.
- 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
- 6.1.2. Any Bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include but is not limited to fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.
- 6.1.3. Bidders are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Bidders shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Bidder who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Bidder and prime Bidder shall ensure compliance with Chapter 435 of such parties.
- 6.1.3.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.
- 6.2. **Past Performance:** A Bidder's past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in Bidder disqualification.
- 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified herein. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization, or to take any other action necessary to determine the ability to perform satisfactorily and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicated an inability of the bidder to perform.
- 6.4. **Prohibition Against Considering Social, Political Or Ideological Interests in Government Contracting – F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.
7. **PRE-BID CONFERENCE**
- 7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this Solicitation. The cover will also note if the pre-bid conference is non-mandatory or mandatory. All prospective Bidders are encouraged to obtain and review the Solicitation Documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the Solicitation Documents. A formal response will be provided in the form of an Addendum (see "County Interpretation/Addendums" for additional information). If appropriate, a site visit may follow the pre-bid conference.

- 7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective Bidders participate.
- 7.3. **Mandatory:** In the event a mandatory pre-bid conference is held, no Bids shall be considered by Bidders that fail to attend, and a Bid submitted by any such Bidder shall be considered **non-responsive**.
8. COUNTY INTERPRETATION/ADDENDUMS
- 8.1. Each Bidder shall examine the Solicitation Documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Bid shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the Bid is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on www.lee.gov/procurement. It is solely the Bidder's responsibility to check the website for information. The Lee County Department of Procurement Management will send no notifications regarding postings associated with this solicitation.
- 8.3. All Addenda shall be incorporated into the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, agent, or other person. Interpretation of the meaning of the plans, Specifications, or any other Contract Document, or for correction of any apparent ambiguity, inconsistency, or error there in, shall be in writing. Issuance of a written Addendum by the County's Department of Procurement Management is the only official method whereby interpretation, clarification or additional information may be given.
9. QUALITY GUARANTEE/WARRANTY (as applicable)
- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)
- 10.1. Unless otherwise specifically provided in the Specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a Bidder wishes to make a substitution in the Specifications, the Bidder shall furnish to the County, **no later than ten (10) business days prior to the Bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Department of Procurement Management. Any such substitution shall be subject to County approval through the issuance of a written Addendum by the County's Department of Procurement Management. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed Specifications.
- 10.2. A Bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items Bid must be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1.** Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1.** Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful Bidder.
- 12.2.** After Award of this Bid, the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3.** At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

13. CALCULATION ERRORS

- 13.1.** In the event of multiplication/addition error(s), the unit price shall prevail, and the corrected sum shall be considered the bid price. All Bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

14. CONFIDENTIALITY

- 14.1.** Bidders should be aware that all submissions provided are generally considered public records subject to public disclosure upon conclusion of the Solicitation process, and shall **not** be afforded confidentiality, unless otherwise provided by law.
- 14.2.** If information is submitted with a Bid that is deemed "confidential," the Bidder must stamp those pages of the submission that are considered confidential. The Bidder must provide sufficient documentation demonstrating why such documents should be deemed confidential in accordance with Florida law.
- 14.3.** Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. Pursuant to § 337.168, F.S.: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of § 119.07(1), F.S. until the Contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

- 15.1. Business Relationship Disclosure Requirement:** The Award hereunder is subject to the provisions of Chapter 112, F.S. All Bidders must disclose with their submission the name of any officer, director or agent who is also an officer or employee of Lee County or any of its agencies or a spouse or child of such officers or employees. Furthermore, all Bidders must disclose the name of any County officers, employees, or spouses or children thereof who own directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.
- 15.2.** A Vendor that assisted in preparing and/or writing a scope of work and/or specifications may not submit a bid or proposal for County consideration on that project.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1.** Upon the issuance of the Solicitation, prospective Bidders, or any agent, representative or person acting at the request of said Bidder shall not have any contact, communicate with or discuss any matter relating in any way to the Solicitation with any commissioner, evaluation review committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any Solicitation and ends upon issuance of the Notice of Intended Decision, the rejection of all responses, or the termination of this competitive procurement. **If it is determined that improper communications were conducted, the Bidder may be declared non-responsive.**

17. ANTITRUST VIOLATION

- 17.1.** A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

18. DRUG FREE WORKPLACE

- 18.1.** The County encourages Drug Free Workplace programs.

19. FLORIDA CERTIFIED ENTERPRISES

- 19.1.** The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 19.2.** Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 20.1.** The Bidder agrees to comply, at its own expense, with all federal, state, and local laws and regulations, including federal, state, and local laws, codes, statutes, ordinances, rules, regulations, and requirements applicable to the Work, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety. Bidder acknowledges and agrees, in accordance with, the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008 (ADAAA), that in performing the Work hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 20.2.** The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability, or marital status. The Bidder shall make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability, or marital status.
- 20.3.** The Bidder shall include the provisions of this section in every sub-contract under this Contract to ensure its provisions will be binding upon each sub-contractor. The Bidder shall take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 20.4.** An entity or affiliate who has been placed on the [State of Florida's Discriminatory Vendor List](#) (this list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a Bid on a contract to provide goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

21. SUB-CONTRACTORS

- 21.1. The use of sub-contractors under this Solicitation requires prior written authorization from the County representative.

22. PROJECT GUIDELINES (as applicable)

- 22.1. The County has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and or requirements which shall serve as a guide to the Bidder(s) in performing the Work provided for pursuant to this Contract:
- 22.1.1. No amount of Work is guaranteed upon the execution of a Contract.
 - 22.1.2. Rates and all other negotiated expenses shall remain in effect throughout the duration of the Contract period inclusive of any renewals unless otherwise specified herein.
 - 22.1.3. This Contract does not entitle any Bidder to exclusive rights to County contracts. The County reserves the right to perform any and all available required Work in-house or by any other means it so desires.
 - 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel, time is considered incidental to the Work and not an extra compensable expense.
 - 22.1.5. Lee County reserves the right to add or delete, at any time, any or all material, tasks or services associated with this Contract.
 - 22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this Solicitation, whether through size, complexity or the dollar value.
 - 22.1.7. Background Check(s): The County is committed to maintaining a safe and secure environment. The following shall apply to the contractor, contractor employees, employees hired through a third-party staffing vendor, subcontractors and any other staffing that may be working in or around a County Facility, School, Library, and other locations as deemed necessary.
Upon written request by Lee County Procurement Management, the contractor at its expense must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the County or have access to the County computer systems, through either onsite or remote access. Contractor employees, for the purpose of this requirement, include such temporary staff as office support, custodial service, and any third-party vendor. Background checks shall be conducted through the Florida Department of Law Enforcement and provided to Lee County Procurement Management Department at procurement@leegov.com. Background checks must be conducted prior to commencement of said project(s).

23. TIEBREAKER

- 23.1. Whenever two or more Bids, which are equal with respect to price, quality, and service, are received for procurement of commodities or contractual services, from Responsive and Responsible Bidders, the following steps shall be taken to establish the Award to the lowest Bidder. This method shall be used for all ties.
- 23.1.1. Step 1 - Local Bidder: Between a Local Bidder, and a non-Local Bidder, a Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Local Bidder. **If local preference is prohibited by the funding source, then step 2 will replace step 1.**
 - 23.1.2. Step 2 - Drug Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program.
 - 23.1.3. Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the Contract Award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.
- 23.2. When the tie has been broken pursuant to the above procedures, the Contract Award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.
- 23.3. If an Award or negotiation is unsuccessful with the initial Bidder, Award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder, if necessary.

24. WITHDRAWAL OF BID

- 24.1. No Bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A Bid may be withdrawn prior to the Solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 24.2. After submissions are opened, but prior to Award of the Contract by the County Commission, the Procurement Management Director may allow the withdrawal of a Bid because of the mistake of the Bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the Bidder, by clear and convincing evidence, has met each of the following four tests:
 - 24.2.1. The Bidder acted in good faith in submitting the Bid;
 - 24.2.2. The mistake in Bid preparation was of such magnitude that to enforce compliance by the Bidder would cause a severe hardship on the Bidder;
 - 24.2.3. The mistake was not the result of gross negligence or willful inattention by the Bidder; and
 - 24.2.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally Awarded the Contract.

25. PROTEST RIGHTS

- 25.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 25.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 25.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 25.4. In order to preserve the right to protest, a written **"Notice of Intent to File a Protest"** must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.
 - 25.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 25.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 25.5. Following receipt of the Notice of Intent to File a Protest, a **"Protest Bond"** and **"Formal Written Protest"** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 25.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

26. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 26.1. This procurement opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the Bidder, other entities may be permitted to make purchases at the terms and conditions contained herein. The Lee County Board of County Commissioners shall not be financially responsible for the purchases of other entities from this Solicitation.

27. CONTRACT ADMINISTRATION

- 27.1. **Designated Contact:**
 - 27.1.1. The Awarded Bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or their designee shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms and procedures involved.
 - 27.1.2. Lee County requires that the Awarded Bidder provide the name of a contact person(s) and phone number(s) which will afford Lee County access twenty-four (24) hours per day, 365 days per year, in the event of major breakdowns or natural disasters.
- 27.2. **Basis of Award:**

- 27.2.1. The County shall issue a Notice of Intended Decision to the lowest Responsive and Responsible Bidder who submits a Bid.
 - 27.2.2. In the event the lowest Responsive and Responsible Bid exceeds the architectural or engineering cost estimates or the amount of available funds, the County Administrator or designee may, when time or economic considerations preclude re-bidding of Work of a reduced scope, negotiate an adjustment of the Scope of Work with the lowest Responsive and Responsible Bidder, in order to bring the Bid within the amount of available funds.
 - 27.2.3. The County reserves the right to make Award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Bids or to waive any minor irregularity or technicality in the Bids received. Award shall be made to the lowest Responsive and Responsible Bidder(s) within the category chosen for basis of Award.
 - 27.2.4. The County reserves the right to Award to one or multiple Bidders at the discretion of the requesting authority and approval of the Procurement Management Director.
- 27.3. **Contract:**
- 27.3.1. The Awarded Bidder will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The draft Contract is attached to this Solicitation and incorporated herein by reference. The Contract may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 27.4. **Records:**
- 27.4.1. Retention: The Bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules, and regulations. Unless otherwise stated in the Specifications, the Bidder shall retain these records for a period of ten (10) years after final payment, or until they are audited by Lee County, whichever event occurs first.
 - 27.4.2. Right to Audit/Disclosure: These records shall be made available during the term of the Contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder(s) are hereby informed of their requirement to comply with Chapter 119, F.S., specifically to:
 - 27.4.2.1. Keep and maintain public records required by the County to perform the service.
 - 27.4.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
 - 27.4.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the contractor does not transfer the records to the County.
 - 27.4.2.4. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Bidder or keep and maintain public records required by the County to perform the service. If the Bidder transfers all public records to the County upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
 - 27.4.3. Public Records: **IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.

- 27.4.4. Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all data prepared or obtained by the successful Bidder in connection with its services hereunder, including any documents bearing the professional seal of the successful Bidder, shall be delivered to, and become the property of Lee County, prior to final payment to the successful Bidder or the termination of the Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

27.5. Termination:

- 27.5.1.** Termination of an Award or Contract entered into pursuant to this Solicitation shall be governed by the terms of such Contract and by the provisions of this section.
- 27.5.2.** The Procurement Management Director may immediately terminate any Award resulting from this Solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.
- 27.5.3.** Any Bidder who has voluntarily withdrawn from a Solicitation without the County's mutual consent during the Contract period shall be barred from further County procurement for a **period of 180 calendar days**. The Bidder may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 27.5.4.** For a Contract over \$1,000,000, the County reserves the right to terminate an award of such contract upon information or belief of any of the following, when, applicable:
- 27.5.4.1.** Bidder is found to have submitted a false certification as provided under § 287.135 (5), F.S.;
 - 27.5.4.2.** Bidder has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (§ 215.473, F.S.);
 - 27.5.4.3.** Bidder has engaged in business operations in Cuba or Syria (§ 215.471, F.S.);
 - 27.5.4.4.** Bidder has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel (§ 215.4725, F.S.).
 - 27.5.4.5.** The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to be advantageous to the County.

26.6 Termination for Convenience:

- 26.6.1.** The County may terminate the entire Contract or any portion thereof, if the Director determines that a termination is in the County's interest. The Director will deliver to the Contractor a Written Notice of Termination specifying the extent of termination and the effective date.
- 26.6.1.1.** When the County terminates the entire Contract, or any portion thereof, before the Contractor completes all items of work in the Contract, the County will make payment for the actual number of units or items of work that the Contractor has completed, at the Contract unit price, and according to the formulas and provisions set forth in the contract documents for work partially completed, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The County will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts) except as provided for within the contract documents for partially completed work.
 - 26.6.1.2.** The County will consider reimbursing the Contractor for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job

where the volume of the work that the Contractor has completed is too small to compensate the Contractor for these expenses under the Contract unit prices.

- 26.6.1.3. The County may purchase at actual cost acceptable materials and supplies procured for the work, that the County has inspected, tested, and approved and that the Contractor has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the Director may designate.
- 26.6.1.4. Termination of a contract or a portion thereof, does not relieve the Contractor or the surety of its responsibilities for the completed portion of the contract or its obligations for and concerning any just claims arising out of the work performed.
- 26.6.1.5. All Contractor claims for additional payment, due to the County's termination of the entire Contract or any portion thereof, must meet the requirements as stated within the contract documents.

28. WAIVER OF CLAIMS

- 28.1. Once the Contract associated with this Solicitation expires, or final payment has been requested and made, the Awarded Bidder shall have waived any claims against the County concerning such Contract, except those previously made in writing and identified by the Awarded Bidder as unsettled at the time of the final application for payment.

29. LEE COUNTY PAYMENT PROCEDURES

- 29.1. Unless otherwise noted, all Awarded Bidders are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 29.2. All invoices shall be paid as directed by the Lee County payment procedure, unless otherwise stated in the Contract or detailed Specifications for this project.
- 29.3. Lee County shall not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or Bidder for the preparation of these Specifications.

30. SAFETY DATA SHEETS (SDS) (as applicable)

- 30.1. It is the Bidder's responsibility to provide Lee County with Safety Data Sheets on Bid materials, as may apply to this procurement.

31. BOND/SURETY

- 31.1. Bonding/Surety is required in accordance with the Lee County Procurement Ordinance 22-06.
- 31.2. **Bid Bond/Security: The Procurement Management Department shall determine if a Bid Bond shall be required for any Competitive Procurement.** Each Bidder shall submit **not less than five percent (5%) of the proposed dollar amount** (including applicable Alternates) as Bid Bond/Security. One **ORIGINAL** Bid Bond/Security shall be submitted to the County with each Bid submission. The Bid Bond/Security of the Bidder will be retained until the Bidder and the County have entered into the Contract, whereupon the Bid Bond/Security may be returned. The Bid Bond/Security of a Bidder whom the County believes to have a reasonable chance of receiving the Award may be retained by the County until the effective date of the Contract, whereupon any Bid Bonds/Securities furnished by a Bidder may be returned. The following types of Bid Security shall be accepted:
 - 31.2.1. **A Certified Check or a Cashier's Check** in the amount of not less than five percent (5%) of the proposed dollar amount. Any Certified Check or Cashier's Check submitted in lieu of a Bid Bond shall be drawn on a solvent bank or trust company, made payable to Lee County Board of County Commissioners and shall have all necessary documentary revenue stamps attached (if required by law); or
 - 31.2.2. **A Bid Bond** may be submitted on a Lee County paper Bid Bond Form. Such Bid Bond must be signed by all required parties, must be in the amount of not less than five percent (5%) of the

proposed dollar amount (including Alternate(s) as applicable), and shall accompany each submission. The Bid Bond shall be issued by a surety authorized to do business and in good standing with the Florida Department of State.

- 31.3. Performance and Payment Bond:** As further described in the Contract, the successful Bidder shall provide Performance and Payment Bonds in the amount of one hundred percent (100%) of the total Awarded Contract amount within **seven (7) calendar days** after notification by the County of the approval to award the Contract, the costs of which are to be paid by the successful Bidder. Such Performance and Payment Bonds shall be in the form prescribed by the Exhibits to the attached Contract. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "B" or better as reported in the most current Best's Key Rating Guide, published by A.M. Best Company, Inc. The successful Bidder shall record the Performance and Payment Bond with the Lee County Clerk of Courts, at its sole expense, and provide the original, recorded bond document to the County.
- 31.4. A Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 31.5. Personal Checks are not acceptable to Lee County as a Bid Security.**

32. LOCAL VENDOR PREFERENCE

- 32.1.** The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 32.2.** The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 32.3.** The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

33. INSURANCE (AS APPLICABLE)

- 33.1.** Insurance shall be provided by the Awarded Bidder pursuant to the Specifications provided herein and/or in the Contract. Prior to execution of the Contract, a certificate of insurance (COI) complying with the Solicitation Documents shall be provided by the Bidder.
- 33.2.** Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

INSURANCE GUIDE



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***



Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

Revised 12/02/2022 – Page 2 of 2

End of Insurance Guide Section

SPECIAL CONDITIONS

These are conditions that are in relation to this Solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work and Specifications.

1. **TERM**
From the Notice to Proceed or the Purchase Order date, whichever applies, the timeframe for completion of all Work to Final Acceptance shall be **60 CALENDAR DAYS**.
2. **LIQUIDATED DAMAGES**
In accordance with the terms set forth in the Agreement, should the Contractor fail to achieve Final Acceptance of the Work within the time period stated in the Agreement, the County shall be entitled to assess the amount set forth in Article 8-10 of Exhibit E Standard Specifications, as Liquidated Damages, but not as a penalty, for each calendar day thereafter until Final Acceptance is achieved.
3. **BASIS OF AWARD**
The basis of award shall be determined by the lowest *Project Total* of the most responsive, responsible, and qualified Contractor meeting all bid specifications.
4. **LOCAL PREFERENCE**
The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

End of Special Conditions Section

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK SUMMARY

- 1.1 Lee County Board of County Commissioners seeks to contract with a qualified licensed Contractor to perform repairs to the Storm Drain System in Whiskey Creek at Pernod Drive in Fort Myers. The repair work will require cleaning of pipe and installation of cured in place pipe liner. Review all contract documents, map, and specifications for the project.
- 1.2 The scope of work is further defined and detailed within the exhibits found attached to the draft contract agreement affixed to this solicitation package as well as within the plans associated with this project. Contractor is responsible for reviewing all documentation associated with this project.

2. ATTACHMENT

- 2.1 Aerial View of Project Location

End of Scope of Work and Specifications Section

LEE COUNTY DOCUMENT MANAGEMENT FORM

For

B230637MWB Pernod Dr - Whiskey Creek Pipe Lining 1414-102-2023-5

These forms are required as indicated below and all required forms should be submitted with the Bidder's/Proposer's submission package. If it is determined that forms in this selection are not applicable to your company or solicitation, they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Bid/Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey <i>*(Requested after opening of lowest Bidder only)</i>	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Sub-Contractor List	Required	
6	Public Entity Crime Form	Required	
7	Trench Safety	Required	
8	Bid Bond	Required	
*	Proposal Label	Required	

It is the Bidder's/Proposer's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit required forms may deem your company as non-responsive.

FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms. Bidders/Proposers should utilize the Lee County Document Management Form for a complete list of all forms required for project submission.

<u>Form #</u>	<u>Title/Description</u>
---------------	--------------------------

1	<i>Solicitation Response Form</i>
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	All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.
--	--

	Verify that all Addenda and tax identification number have been provided.
--	---

1a	<i>Bid/Proposal Form</i>
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	This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.
--	--

N/A	<i>Business Relationship Disclosure Requirement</i>
------------	--

	Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <u>disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"</u> (Required by § 112.313(12)(b), F.S.) to be completed and <u>returned with the Solicitation Response</u> . It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.
--	--

	NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.
--	---

2	<i>Affidavit Certification Immigration Laws</i>
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	Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.
--	--

3	<i>Reference Survey</i>
----------	--------------------------------

	Provide this form to reference respondents. <u>For Bids, this form will be requested from the apparent low Bidder prior to the award. (Not required to submit with bid)</u>
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- | | |
|--|--|
| | <ol style="list-style-type: none">1. Section 1: Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is not the Bidder/Proposer's information.)2. Section 2: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.3. The <u>reference respondent</u> should complete "Section 3."4. Section 4: The reference respondent to print and sign name5. Three (3) Reference responses are to be provided upon request.6. Failure to obtain reference surveys may make your company non-responsive. |
|--|--|

4 ***Negligence or Breach of Contract Disclosure Form***

The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and whether a monetary amount was awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **“None”** in the first **“type of incident”** block of the form. Please do not write N/A on this form.

5 ***Sub-Contractor/Consultant List***

To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

6 ***Public Entity Crime Form***

Any person or affiliate, as defined by statute, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Bid on a Contract to provide any goods or services to the County; may not submit a Bid on a contract with the County for the construction or repair of a public building or a public work; may not submit Bids or leases of real property to the County; may not be Awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7 ***Trench Safety***

Typically required in construction projects where trench excavations are in excess of 5 feet deep per Florida Trench Safety Act (90-96, Laws of Florida)

8 ***Bid Bond***

Guarantee to County that Bidder/Proposer will take on job if selected.

***** ***Bid/Proposal Label***

Self-explanatory. Please affix to the outside of the sealed submission documents.

***** ***Include any licenses or certifications requested***

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Bidder’s responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If Solicitation is not received prior to the deadline, it cannot be considered or accepted)

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Bid Due Date: 12/13/2023

SOLICITATION IDENTIFICATION: B230637MWB

SOLICITATION NAME: Pernod Dr - Whiskey Creek Pipe Lining 1414-102-2023-5

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX _____

NOTE **REQUIREMENT**: IT IS THE **SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE** FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE BUT WILL **NOT NOTIFY**.

By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the Solicitation Documents and of the following Addenda:

No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____

Taxpayer Identification Number: _____

(1) Employer Identification Number -**OR**- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. (a sample is attached for your reference)

1 **Collusion Statement:** Lee County, Florida. The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this Solicitation as principal, and that this Solicitation is submitted without collusion with others; and that they have carefully read and examined the Specifications or Scope of Work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby Bid and agree to furnish this service according to the requirements set out in the Solicitation Documents, Specifications or Scope of Work for said service for the prices as listed on the County provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is Awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, F.S, entitled "Prohibition against contracting with scrutinized companies" prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, F.S. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, F.S., and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), F.S., provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his/her spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable, the Bidder must request form “*INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS*” (Required by 112.313(12)(b), F.S.) to be completed and returned with Solicitation Response. It is the Bidder/proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐

Business Relationship Applicable (request form)

☐

Business Relationship NOT Applicable

- 4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE)
Proposer? If yes, please attach a current certificate.

☐

Yes

☐

No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative’s Title (printed or typed)

Authorized Representative’s Signature

(Affix Corporate Seal, as applicable)

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s form may result in the submission being declared non-responsive by the County.

Bidders may not adjust or modify County-authored data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 655555
FE/EIN Number 5111111111
Date Filed 09/22/1980
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 07/25/2006
Event Effective Date NONE

Principal Address

555 N Main Street
Your Town, USA 99999
Changed 02/11/2012

Mailing Address

555 N Main Street
MYour Town, USA 99999
Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address**

Title P

President, First
555 AVENUE
Anytown, USA99999

Title V
President, Second
555 AVENUE
Anytown, USA99999



Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: _____

Solicitation # B230637MWB Solicitation Name Pernod Dr - Whiskey Creek Pipe Lining 1414-102-2023-5

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience; however, it is the Contractor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

REMINDER: In the event there is a discrepancy between the total quoted amount, or the extended amounts and the unit prices quoted, the unit prices will prevail, and the corrected sum will be considered the quoted price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will deem Bidder as non-responsive and ineligible for award.

Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.

LUMP SUM PRICING: The Contractor performing the work agrees to complete the project for a fixed amount – no more or less, as stated on the Bid/Price Proposal Form. The lump sum price shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work, as specified within the scope, technical specifications, and construction documents.



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **B230637MWB** SOLICITATION NAME: **Pernod Dr - Whiskey Creek Pipe Lining 1414-102-2023-5**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____
_____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

****REQUIRED OF THE LOWEST APPARENT BIDDER ONLY****

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	_____	Bidder/Proposer:	
COMPANY:	_____	Due Date:	
PHONE #:	_____	Total # Pages:	1
FAX #:	_____	Phone #:	Fax #:
EMAIL:	_____	Bidder/Proposer E-Mail:	

Section 2	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	
_____	_____	_____	_____
Summarize Scope:	_____	_____	_____

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in Section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4	Please submit non-Lee County employees as references
------------------	---

Reference Name (Print Name) _____

Reference Signature _____

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

Company Name: _____

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>

Make as many copies of this sheet as necessary to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write “NONE” in the first “Type of Incident” box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Page Number: _____ Of _____ Total pages

Form 5 - Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e., mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Section 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, a bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:

or:

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

TRENCH SAFETY

Contractor/vendor acknowledges that included in the appropriate Solicitation items of the Solicitation and in the total Solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
				
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
	TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within its control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the Solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ who has produced

(Print or Type Name)

_____ as identification.
(Type of Identification)

(NOTARY PUBLIC)

My Commission Expires: _____

BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)

_____ a corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a political subdivision of the State of Florida,

in the SUM OF _____

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives, and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, _____

WHEREAS, said Principal is herewith submitting a Bid/Proposal for the project know as:

B230637MWB Pernod Dr - Whiskey Creek Pipe Lining 1414-102-2023-5

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be Awarded the Contract upon said Bid/Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Performance and Payment Bond from a Surety acceptable to the County and provide other insurance as may be required to the County within seven (7) calendar days after the written Notice of Intent to Award date, or within such extended period as the County may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said County in money the difference between the amount of the Bid of said Principal and the amount for which said County may legally contract with another party to perform said Work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said County if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

(Principal) (SEAL)

(By)

Printed Name

Witness as to Surety:

(Surety's Name) (SEAL)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

Sealed Bid Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Bid”.

SEALED BID DOCUMENTS • DO NOT OPEN	
BID No.:	B230637MWB
BID TITLE:	Pernod Dr - Whiskey Creek Pipe Lining 1414-102-2023-5
DATE DUE:	Wednesday, December 13, 2023
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1 st Floor Fort Myers FL 33901



***Notice:** The Date Due/Bid Due Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor to monitor the County project webpage for any updates to the Date Due/Bid Due Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor may strike through and update Date Due/Bid Due Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Bid Due Date/Opening Date will not be acceptable at the sole discretion of the County.

PLEASE PRINT CLEARLY

DRAFT CONSTRUCTION AGREEMENT

CONSTRUCTION AGREEMENT

LEE COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 2115 Second St., Fort Myers, FL 33901 (the "County"), hereby contracts with [Contractor's name **exactly** as it appears on Sunbiz] (the "Contractor") of [Contractor's primary business address] a [Contractor's state] contractor licensed to perform all Work in the State of Florida in connection with the County's Solicitation No. [Solicitation Number and Project Name] (the "Project"), as said Work is set forth in the Plans and Specifications prepared by [Engineer of Record's name], the "Engineer of Record," and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the legal advertisement, the instructions to bidders, the Proposal and Proposal Forms, the solicitation documents and any duly executed and issued addenda, the Contractor's proposal, Change Orders, Field Directive Change Orders, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement with the exception of the solicitation which shall be incorporated to the extent that it does not conflict with the remainder of the Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" or "Contract" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project Site at all times during the performance of the Work.

B. The Engineer of Record is the initial interpreter of the Contract Documents concerning design intent, but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the Engineer of Record's recommendations or interpretations of the Contract Documents. The Engineer of Record does not have authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Engineer of Record's interpretation as to the intent of her or his design shall be final and not subject to interpretation by the County's staff.

C. The Construction Engineering and Inspection Consultant ("CEI Consultant") is the initial interpreter of the Contract Documents in all matters not concerning design intent. The CEI Consultant shall administer, monitor, test, sample, and inspect the Construction of the Project to ensure that the Project is constructed in reasonable conformity with the plans, specifications, and special provisions of the Contract Documents and shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. The County reserves the right to make final decisions considering the CEI Consultant's recommendations or

interpretations of the Contract Documents. The CEI Consultant may issue Field Directive Change Orders to the Contractor, but the CEI Consultant does not have authority to change the scope of the Project, obligate or commit the County to fund additional expenditures, or approve extensions of time over the approved Contract Time or Amount. The CEI Consultant shall consult with the Engineer of Record regarding any questions concerning the intent of the Project design.

D. Any Work that may be reasonably inferred from the Plan and Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Directive Change Orders; (4) the solicitation documents, including any addenda. Exhibit E, Article 5-2 provides the order of precedence for Specifications, Plans, Special Provisions, Technical Special Provisions, and other Project specifications. The Contract Documents represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

E. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

F. The County shall furnish to the Contractor Contract Documents in electronic form and PDF file format.

G. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

H. The Work to be provided by Contractor for the Project shall be under the general direction of the CEI Consultant, or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the County Director, County Manager, or Board of County Commissioners.

Section 2. Scope of Work.

A. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

B. The Work shall be prosecuted and administered in accordance with the Standard Specifications attached hereto and incorporated herein as Exhibit E.

Section 3. Contract Amount.

A. In consideration of the faithful performance by the Contractor of the covenants in this Contract to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following Contract Amount in accordance with the terms of this Agreement: \$[Contract amount in numbers] or in words: [Contract amount in words].

B. Measurement and payment provisions are provided in Division 1, Section 9 of the Standard Specifications attached hereto as Exhibit E.

Section 4. Bonds.

A. The Contractor shall provide and maintain through the life of the Contract, including the warranty period, Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly and a copy of the amendment recorded by the Lee County Clerk of Court and forwarded to the County. The Performance and Payment Bonds shall be underwritten by a Surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the Surety shall be rated as "B or better" as to general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc.

B. Attorneys-in-Fact who sign Bonds for County projects must file with such Bond a certified copy of their Power of Attorney to sign such Bond. All agents of Surety companies must list their name, address, and telephone number on all Bonds. The life of all Bonds provided to the County shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alternation to the terms of the Contract, extensions of time and/or forbearance on the part of the County. The Surety must have fulfilled all of its obligations on all other Bonds previously provided to the County. The Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

C. If the Surety for any Bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute at Contractor's cost another Bond and Surety, both of which shall be subject to the County's approval.

D. If the Contractor cannot obtain another Bond and Surety within five (5) calendar days, the County may accept and the Contractor shall submit an irrevocable letter of credit drawn on a Lee County, Florida bank until the Bond and Surety can be obtained.

E. In case of default on the part of the Contractor, the County will charge against the Contract/Performance Bond all expenses for services incidental to ascertaining and collecting losses under the Contract/Performance Bond, including accounting, engineering, and legal services, together with any and all costs incurred in connection with renegotiation of the Contract.

F. The Surety shall indemnify and provide defense for the County when called upon to do so for all claims or suits against the County, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract where the Contractor has failed to timely provide the County such defense. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be modified by subsequent Supplemental Agreements.

G. The principal and Surety executing the Contract/Performance Bond shall be liable to the County in any civil action that might be instituted by the County or any officer of the County authorized in such cases, for triple any amount in money or property the County might lose, or be overcharged, or otherwise be defrauded of by any wrongful or criminal act of the Contractor, their agent or their employees.

Section 5. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The Commencement Date is established in the Notice to Proceed to be issued by the County, and the Contractor must begin the Work within the number of days specified by the Notice to Proceed. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. No Work shall be performed at the Project Site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. Final Acceptance of the Work shall be achieved within [The number of days specified in the Contractor's proposal in words and (number)] calendar days from the Commencement Date, and that time period shall be the Contract Time. The date of Final Acceptance of the Work (or designated portions thereof) is the date certified by the Director pursuant to Exhibit E, Article 5-11.

B. Prosecution and progress of the Work provisions are provided in Division 1, Section 8 of the Standard Specifications attached hereto as Exhibit E.

C. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if Final Acceptance of the Work is not achieved within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to achieve Final Acceptance of the Work within the time period noted above, the County shall be entitled to assess the amount set forth in

Article 8-10 of the Standard Specifications, as Liquidated Damages, but not as a penalty, for each calendar day thereafter until Final Acceptance is achieved. Final Acceptance of the Work shall be deemed to occur on the date the Director issues a written notice of Final Acceptance pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted Liquidated Damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to achieve Final Acceptance of the Work in a timely manner.

D. When any period of time is referenced by days herein, it shall be computed to include the first day and last day of such period. All days shall mean calendar day and not business day.

E. Any agreed upon changes to the Contract Time must be accomplished by an approved, written Change Order in the form attached to this Agreement.

Section 6. Exhibits Incorporated.

The following documents are attached and expressly agreed as incorporated into and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid and all addenda, including the Project Plans
- C. Bid Form and Required Documents
- D. Form of Public Construction Performance and Payment Bond
- E. Standard Specifications
- F. Insurance Requirements, including Certificates of Insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. Supplemental Specifications
- J. Special Provisions
- K. Technical Special Provisions
- L. FDOT and Lee County Design Standards
- M. Developmental Specifications
- N. Contractor's Background Screening Affidavit
- O. Other relevant forms

Section 7. Public Records.

A. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

A.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

A.2. Upon request from the County provide the County with any requested public

records or allow the requested records to be inspected or copied within a reasonable time by the County.

A.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Contractor does not transfer all records to the County.

A.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

B. If Contractor does not comply with a public records request, the County shall treat that omission as a breach of this Agreement and enforce the Contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under Section 119.10, Florida Statutes, and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

Section 8. Audit.

A. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the Project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter pursuant to 5-12 of the Standard Specifications. The County may also require submittal of the records from either the Contractor or any subcontractor or material supplier. As the County deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the Work.

B. The Contractor must retain all records pertaining to the Contract for a period of not less than five (5) years from the date of the Director's final acceptance of the Project, unless a longer minimum period is otherwise specified. Upon request, make all such records available to the County or its representative(s). For the purpose of this section, records include but are not limited to all books of account, supporting documents,

and papers that the County deems necessary to ensure compliance with the provisions of the Contract Documents.

C. If the Contractor fails to comply with these requirements, the County may disqualify or suspend the Contractor from bidding on or working as a subcontractor on future Contracts.

D. The Contractor must ensure that the subcontractors provide access to their records pertaining to the project upon request by the County.

Section 9. Indemnification and Insurance.

A. Contractor agrees to save harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work performed by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Engineer of Record or their consultants, agents, officers and employees. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Amount as shown in this Contract or the Contractor's limit of, or lack of, sufficient insurance protection.

B. The Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the Contract. The Department's final acceptance and payment does not release the Contractor's bond until all such claims are paid or released.

C. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Prior to execution of the Agreement, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally,

manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

D. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days prior written notice by registered or certified mail shall be given to the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

E. To the extent multiple insurance coverage and/or County's self-insured retention may apply, any and all insurance coverage purchased by Contractor and its Subcontractors identifying the County as an additional named insured shall be primary. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No Work shall commence at the Project Site unless and until the required Certificates of Insurance are received by the County.

F. The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County. The County may, upon request, furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

G. Contractor shall require each of its Subcontractors to procure and maintain, until the completion of the Subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the Subcontractor are expressly waived in writing by the County. All liability insurance policies, other than professional liability, workers' compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Engineer of Record as additional insureds. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) calendar days prior to the date of expiration.

H. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages

purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

I. Contractor shall submit to Engineer of Record a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any Work by Contractor under the Contract Documents.

Section 10. Compliance with Laws and Regulations

A. Contractor agrees to comply, at its own expense, with all federal, state, and local Laws and Regulations, including federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Engineer of Record in writing.

B. Legal Requirements and provisions concerning Laws and Regulations to be observed are provided in Division 1, Section 7 of the Standard Specifications attached hereto as Exhibit E.

Section 11. Warranty

A. Contractor shall obtain and assign to the County all express warranties given to Contractor or any Subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

B. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, Suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after Final Acceptance, any Work is found to be Defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those express or implied warranties to which the County is entitled as a matter of law.

C. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 12. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage pre-paid, return receipt requested, or by courier, addressed to the following:

Roger Desjarlais
Lee County Manager
P.O. Box 398
Fort Myers, FL 33902

With copies addressed to each of the following:

[County Project Manager Name], Project Manager, P.O. Box 398, Fort Myers, FL 33902

[County Procurement Director Name], Procurement Management Director, P.O. Box 398, Fort Myers, FL 33902

[County DOT Director Name], Department of Transportation Director, P.O. Box 398, Fort Myers, FL 33902

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service, first class mail, postage pre-paid, return receipt requested, or by courier, addressed to the following:

[Corporate Name of Contractor]

Attention: [Name of person with their title to whose attention the notice should be sent]

[Address (including city, state and zip)]

Telephone: [Telephone Number] Fax: [Fax Number]

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 13. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the appropriate parties intended to be bound by it.

Section 14. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 15. No Waiver.

The failure of the County to enforce, at any time or for any period of time, any one or more of the provisions of the Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 16. Federal Requirements

A. In the event this Project is funded in whole or in part from any granting agency or source, the specific terms, regulations and requirements governing the disbursement of those funds are incorporated by reference and made a part of the Contract Documents.

Section 17. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 18. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

WITNESS:

CONTRACTOR: [Contractor Name]

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

OWNER: LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
CHAIR

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
LEGAL ADVERTISEMENT

EXHIBIT B
INVITATION TO BID

[Include the entire bid package with all addenda, plans and drawings. Include the solicitation package **up to the label page**. Do not include the Draft Construction Agreement title page.]

EXHIBIT C
BID FORM AND REQUIRED DOCUMENTS

[Include the Contractor's bid submission: the bid form and all the documents required by the solicitation.]

EXHIBIT D
PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BOND

By this bond, we [Name of Contractor], as **Principal**, and [Name of Surety], as **Surety**, are bound to **Lee County Board of County Commissioners**, a political subdivision of the State of Florida, herein called **Owner**, in the sum of **[Total Contract Price]**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND IS that is that if Principal:

1. Performs this contract dated _____, 20____, between Principal and Owner for construction of improvements known as **[Name of Project]** located at **[Street Address or Legal Description]**, under Lee County Solicitation No. [Solicitation number], the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond.

	OWNER	PRINCIPAL	SURETY
NAME	Lee County Board of County Commissioners	[Name of Contractor]	[Name of Surety]
ADDRESS	2115 Second St. Fort Myers, FL 33901	[Principal Business Address of Contractor]	[Principal Business Address of Surety]
PHONE NUMBER	239-533-2221	[Principal Business Phone of Contractor]	[Principal Business Phone of Surety]

[The remainder of this page intentionally left blank.]

BOND NO. [Surety to enter bond #]

[Name of Contractor]

DATED THIS _____ DAY

OF _____, 2_____

By: _____
[Printed Name and Title of Signer]

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by [name of person acknowledging].

(NOTARY SEAL)

Signature of Notary Public

[Name of Notary Typed, Printed, or Stamped]

Personally Known _____ OR Produced Identification _____
Type of Identification Produced:

[Name of Surety]

DATED THIS _____ DAY

OF _____, 2_____

By: _____
[Printed Name] as Attorney in Fact

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by [name of person acknowledging].

(NOTARY SEAL)

Signature of Notary Public

[Name of Notary Typed, Printed, or Stamped]

Personally Known _____ OR Produced Identification _____
Type of Identification Produced:

EXHIBIT E
STANDARD SPECIFICATIONS

The Standard Specifications comprise Divisions I, II and III as noted below:

1. Division I General Requirements and Covenants, Sections 1-9 as included herein.
2. Division II-Construction Details and Division III-Materials refer to the FY 2023-24 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, available at the following link:

<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

EXHIBIT F
INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, Work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, Work and operations be by the Contractor, its employees, or by Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for ensuring throughout the time the Agreement is in effect, that any and all of its Subcontractors obtain and maintain until the completion of that Subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the County as an additional insured and a certificate holder (This requirement may be excepted for workers' compensation and professional liability Insurance);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company shall mail at least thirty (30) calendar days' written notice to the County.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the County, in triplicate, renewal or replacement Certificate(s) of Insurance not

later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate the Agreement.

(6) Contractor shall include the County, the County's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the County has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the County shall notify Contractor in writing thereof within thirty (30) calendar days of the delivery of such certificates to the County. Contractor shall provide to the County such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

[Insert the insurance requirements provided by Risk Management for this project.]

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared

_____,
who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Lee County, Florida (the "County"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the County, dated _____, _____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the County might be sued or for which a lien or a demand against any Payment Bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the County, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] application for payment No._____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT H CHANGE ORDER FORM



Lee County Construction Contract Change Order

Print Form

Number: _____

A Change Order requires approval by the Department Director for expenditures under \$50,000, approval by the County Manager for expenditures between \$50,000.01 and \$100,000, or approval by the Board of County Commissioners for expenditures over \$100,000

Contract /
Project
Name: _____

Contractor: _____

Contract #: _____ Project #: _____ Bid #: _____

Lee County Project Manager: _____

Fiscal Staff: _____ Date of Request: _____

Upon the completion and execution of this Change Order by both parties to the Contract, the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Attachments:
(List documents supporting change) _____

Description: _____

Purpose of
Change Order: _____

Change in Contract Price	Dollar Amount	Change in Contract Time	Calendar Days
Original Contract Price		Original Contract Time	
Previous Change Order No. _____		Net Change from Previous Change Orders	
Contract Price Prior to this Change Order		Contract Time Prior to this Change Order	
Net Increase (Decrease) of this Change Order		Net Increase (Decrease) of this Change Order	
Contract Price with All Approved Change Orders		Contract Time with All Approved Change Orders	

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

_____ Name of Contractor	_____ Date Accepted
_____ Contact Email Address	_____ Contact Phone #



Lee County Board of County Commissioners
2115 Second St. - Fort Myers, FL 33901
PO Box 398 - Fort Myers, FL 33902-0398
Main Phone: (239) 533-2111

EXHIBIT I
SUPPLEMENTAL SPECIFICATIONS

INDEX

Division I-General Requirements and Covenants	J-2
Division II-Construction Details	J-2
1. Section 102-Maintenance of Traffic	J-2
2. Section 430-Pipe Culverts and Storm Sewers	J-3
Division III-Materials	J-3

I hereby certify that these Supplemental Specifications have been properly prepared by me, or under my responsible charge:

Supplemental Specification Section(s): 102, 430		
Signature:		
Date:	Oct/16/2023	
Engineer of Record:	Avelino Candel	
Florida License No.:	68497	
Firm Name:	/	
Firm Address:	/	
City, State, Zip Code:	/	
Cert. of Authorization No:	/	

DIVISION I-GENERAL REQUIREMENTS AND COVENANTS

RESERVED

DIVISION II-CONSTRUCTION DETAILS

SECTION 102 – MAINTENANCE OF TRAFFIC (LCDOT 10/27/2017)

Article 102-4: Delete Article 102-4 in its entirety and substitute the following:

The Contractor shall submit a complete Traffic Control Plan (TCP) to the Engineer for review and approval at the preconstruction meeting. Prepare the TCP in conformance with and in the form prescribed in the current version of the FDOT Plans Preparation Manual, FDOT Design Standards – Index 600 series and the MUTCD. Indicate in the plan a TCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the TCP, and notify the Department in writing of any such potential impacts to utilities. The TCP shall be signed and sealed by a professional engineer duly registered in the State of Florida.

Engineer's approval of the TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those depicted in the original Contract Documents, and which effect a change in utility work different from that shown in the utility plans, joint project agreements, interlocal agreements or utility relocation schedules.

The County reserves the right to reject any Traffic Control Plan. Obtain the Engineer's written approval before beginning work using a TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP without proper documentation on an emergency basis.

Pedestrian and/or bicycle traffic must be safely and continuously maintained through, or around, work zones on highway or streets where pedestrian and bicyclists were permitted at the start of the project. The Contractor shall submit a plan for approval signed and sealed by a professional engineer duly licensed in the State of Florida for the safe passage of pedestrian and bicycle traffic prior to closure of any existing pedestrian facility. Facilities constructed to specifically provide access for pedestrians in or around work zones must be consistent with the current PROWAG. The plan shall detail the rerouting of users, duration of closure and proposed construction methods for any temporary facility. Payment for this work shall be included in price bid for Pay Item 102-1a -Maintenance of Pedestrian and Bicycle Traffic.

All costs for maintenance of traffic including preparation of Traffic Control Plan shall be included in the price bids for Pay Item 102-1 – Maintenance of Traffic, except as expressly provided for in other pay items in the contract.

Subarticle 102-9.15: Delete Subarticle 102-9.15 in its entirety and substitute the following:

Temporary Traffic Detection Technology – Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the contract and restore any loss of detection within 12 hours. Video detection shall be installed at the beginning of the project before any loss of detection has occurred. The contractor shall furnish, install and operate video detection using technology approved by Lee DOT Traffic Division and as listed in Lee DOT Traffic plans specifications posted on the county website at http://www.lee-county.com/publicworks/pdf/traffic/DOT_Plan_Specifications.pdf.

SECTION 430 – PIPE CULVERTS AND STORM SEWERS (LCDOT 10/27/2017)

Article 430-3: Articles 430-3.1 and 430-3.2 are modified as follows:

Pipe material for storm sewer or cross drain installations under pavement shall consist of steel reinforced concrete pipe in accordance with Section 449 and shall be a minimum of Class III or HE-III.

DIVISION III-MATERIALS

RESERVED

EXHIBIT J
SPECIAL PROVISIONS

1. CONTRACT TIME

Contractor shall perform the contracted work fully, entirely, and in accordance with the Contract Documents within the Contract Time specified herein. If the Contractor fails to complete the work within the time stipulated, liquidated damages will apply in accordance with Standard Specification Article 8-10 Liquidated Damages for Failure to Complete the Work.

Contract Time: 60 Calendar Days Commencement Date to Final Acceptance

2. PERMITS

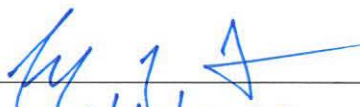
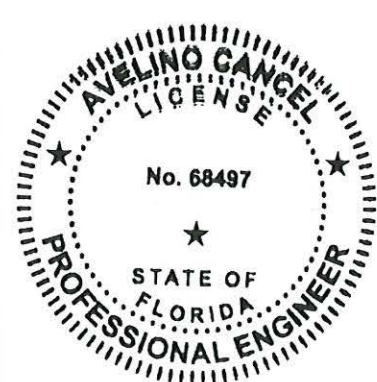
N/A

3. GEOTECHNICAL INFORMATION

N/A

EXHIBIT K
TECHNICAL SPECIAL PROVISIONS

I hereby certify that these Technical Special Provisions have been properly prepared by me, or under my responsible charge:

Technical Special Provision Section(s): Lee County, Florida Technical Specifications for Storm Water Drainage Pipe Lining		
Signature:		
Date:	Oct/16/2023	
Engineer of Record:	Avelino Cancel	
Florida License No.:	68497	
Firm Name:	///	
Firm Address:	///	
City, State, Zip Code:	///	
Cert. of Authorization No:	///	

LEE COUNTY, FLORIDA
TECHNICAL SPECIFICATIONS
FOR
STORM WATER DRAINAGE PIPE LINING

LINE CLEANING & VIDEO INSPECTION

The Contractor shall furnish all labor, materials, equipment and tools necessary for high-pressure cleaning and vacuum cleaning solids from storm water & sanitary sewer lines and the accompanying closed circuit TV inspection system.

Cleaning refers to the removal of enough material to ensure that at least ninety-five (95%) of the pipe capacity is restored. The Cleaning might include the removal of larger objects such as masonry pieces, calcite/concrete deposits, roots, trash or any other piece of debris.

This item will be billed, at a minimum in 10 foot increments. The Contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by Project Manager.

1. EXECUTION

- A. Cleaning of Storm Sewer: The Contractor shall clear storm sewers of all debris, roots and other foreign materials.
- B. Television Inspection: The Contractor shall inspect sewer sections with a video recording device which is capable of recording all locations where obstructions occur. All obstructions shall be called to the attention of the County Project Manager to determine the method for their removal.
- C. Deliverables: After the storm sewer line cleaning is completed, the Contractor shall provide the County with video CD showing the completed work. **NO INVOICE SHALL BE APPROVED FOR PAYMENT WITHOUT THE ACCOMPANYING VIDEO CD.**

2. TELEVISION INSPECTION

The Contractor shall adhere to a system of classifying and coding sewer defects. At a minimum, the Contractor shall code the following descriptions and a copy of the applicable code shall be furnished to the County with each video.

- A. Root intrusion at joints or cracks in the mainline and at lateral connections. Root mass is 50% or greater of the pipe diameter (each) R2-5 code is used when 50% of pipe diameter is filled with roots.
- B. Flow observed entering from a joint (each).

- C. Flow observed entering from a crack (each).
- D. Flow observed entering from a root intrusion (each).
- E. Sag in the line, minor: sag is less than one-half of the pipe diameter in depth (feet).
- F. Sag in the line severe: sag is greater than one-half of the pipe diameter in depth (feet).
- G. Pipe deflection or pipes out of round, severe: major pipe wall deflection noticed and the pipe wall appears to be in near state of collapse (each).
- H. Broken Pipe: broken pipe that has obvious outward or inward deflection of the pipe wall from cracks (each).
- I. Collapsed Pipe: pipe fragments missing out of pipe wall and the original pipe will still exists (feet).
- J. Crushed Pipe: pipe is crushed and the original shape of the pipe has been destroyed and the void filled (feet)

RICIPP

MATERIALS

1. The RICIPP shall be fabricated to a size that when installed will fit the internal circumference of the conduit specified. Allowance shall be made for circumference/radial stretching during insertion.
2. The finished RICIPP shall be fabricated from materials which, when cured, will be chemically resistant to withstand internal exposure to contaminants associated with storm water.
3. The outside layer of the tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not be subject to delaminating in the cured pipe.
4. The tube shall contain no intermediate or encapsulated layers. No materials shall be included in the tubes that are subject to delaminating in the cured pipe.
5. The wall color of the interior pipe surface of the RICIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television inspection equipment may be made.
6. The resin system shall be a corrosion resistant polyester resin modified to contain no fumed silica, fillers or solid theology modifying agents, with a suitable catalyst system and thickening agent that when properly cured within the tube composites meets the requirements of American Society for Testing and Materials (ASTM) F-1216 and other requirements of this specification. The resin manufacturer shall certify that the resin described above will have viscosity 1.5 million centipoises or greater when installed or the manufacturer shall certify that the resin will not drain from slugs and mix with water.
7. Hydraulic capacity calculations shall support the CIPP requirement for 100% of the full flow capacity of the original pipe as installed.
8. The bidder shall submit liner thickness calculations to the County Project Manager for review to be signed and sealed by a professional Engineer in the State of Florida. The RICIPP shall be designed in accordance with the applicable provisions of ASTM F1216 and shall meet the following design conditions:
 - a. AASHTO H-20 Live Load with two trucks passing for RICIPP in streets.

- b. A solid modulus of elasticity of 700 psi shall be used. A soil weight 120 lbs. per cubic foot and a coefficient of friction of $Ku^2=0.130r$ shall be used for the installed depths.
 - c. The long-term flexural modulus used in the design calculations shall be estimated by multiplying the lowest short-term flexural modulus specified in the ASTM standards by a retention factor of 0.50.
 - d. Safety factor of 2.0 shall be used.
 - e. Groundwater levels shall be estimated to be at the ground surface.
 - f. Service temperature range shall be 40 to 140 degrees F.
 - g. Maximum long-term deflection shall be 5%.
9. The minimum length shall be that deemed necessary to effectively span the footage that is requiring repair.

STRUCTURAL REQUIREMENTS

- A. The RICIPP shall be designed per ASTM-1216 with the following additional requirements:
- 1. The design shall assume no bonding to the original pipe wall.
 - 2. External hydraulic design based on acceptable third party testing and verification of the enhancement factor, K, shall be submitted for review.
 - 3. The bond between the RICIPP layers shall be strong and uniform. All layers, after cure, shall form one homogeneous structural pipe wall with no part of the tube left unsaturated.
 - 4. The cured pipe material (RICIPP) shall conform to the following structural properties:

<u>Property Results</u>	<u>Test Method</u>	<u>Minimum Test Result</u>
Modulus of Elasticity	ASTM D-790	250,000 psi
Flexural Strength	ASTM D-790	4,500 psi

- 5. Design parameters shall be in accordance with ASTM F-1216. Design parameters shall be for a fully deteriorated pipe with a long term flexural modulus of 50% of the short-term modulus and the design safety factor for two (2) remaining unchanged.
- B. If required by the County, RICIPP field tube samples shall be cured in the hot water contained in the inversion column contained within steel plates and Mylar sheeting. These sample pieces shall be at least 20" in length with enough width for a test laboratory to run a minimum of three samples from each specimen. A testing laboratory acceptable to the County shall produce the tests, noting thickness and enough strength as specified without a laboratory post cure. Post cure shall be accomplished in the initial in-ground curing cycle.

EXECUTION

Prior to Liner Installation:

- 1. Cleaning of the lines: It shall be the responsibility of the contractor to remove all internal debris/sediments from the lines, unless the contractor is directed otherwise by the County Project Manager. The Contractor shall clear the line of obstruction such as solids, dropped joints or collapsed pipe that will prevent the insertion of RICIPP.

2. Television Inspection: The Contractor shall perform video inspection of pipelines prior to lining. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of the RICIPP into the pipelines and it shall be noted so that these conditions can be corrected. Video CD and a suitable log of inspection shall be provided to the County Project Manager.

INSTALLATION

- A. The method of installation of the RICIPP shall be in accordance with design criteria supplied by the manufacturer and approved by the County Project Manager or designee.
- B. The finished RICIPP shall be continuous over the entire length of the repair and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delaminating.
- C. The County shall locate and designate all manhole access points for the work and provide rights of access to these points.
- D. The pipeline to be rehabilitated with the RICIPP liner shall be rendered free of accumulated debris. If cleaning of the pipe is required, the County shall provide a location for disposal. Any hazardous waste material encountered during this contract shall be considered as a changed condition.
- E. The Contractor, when required, shall provide for the flow around or through the section or sections of pipe designated for RICIPP rehabilitation. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line. The Contractor shall be responsible for the continuity of the system during the execution of the work of any resulting contract. In the event that backup occurs, the Contractor shall be responsible for cleanup, repair and property damage costs and claims.
- F. The pipe to be RICIPP lined shall be video inspected. The inspection shall verify that the pipe is ready to be lined and a copy of the CD of the pipe condition shall be retained for review and given to the County. If any condition is found to exist that prevents the lining of the pipe, or that can't be removed with conventional line cleaning equipment, the contractor shall notify the County of the condition and review the CD with the County Project Manager. If an excavated point repair is necessary the County shall make the appropriate repair or the County shall issue written authorization to the contractor to make the necessary repairs and the work shall be paid for as a separate item.
- G. Resin Impregnation: The quality of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube assuring no resin loss through cracks and irregularities in the original pipe wall with viscosity control. A vacuum impregnation process shall be used. A roller system shall be used to uniformly distribute the resin throughout the tube.
- H. Thermocouples shall be placed between the RICIPP tube and the existing pipe wall at the inversion and discharge locations to monitor the liner temperature. Readings shall be entered on logs that are submitted to the County at the end of each lining. For every five installations, the County Project Manager or designee shall perform a miscibility test demonstrating that water will not mix with the resin system.
- I. A Contractor's representative shall remove a small amount of catalyzed resin from the saturated liner, when requested and in the presence of the County Project Manager prior to inversion. The material shall exhibit the characteristic of an elastic gel. A water mix test shall be performed on site, catalyzed resin shall be placed in a jar and equal amounts of water added, the jar sealed and

shaken vigorously. The material shall not mix or form an emulsion. If the resin material mixes, the saturated liner tube shall be rejected and shall be removed from the site. The rejected liner shall be disposed of in accordance with Federal, State and Local requirements. A pre-liner shall be required and the thickness of the entire circumference of the line shall have to meet or exceed the minimum thickness required by the County.

- J. At the County's request, no more than five(5) times per 10 inversions, a video camera shall be inserted into the pipe to be lined and positioned within one to two(1 – 2) feet of the inverting tube in the presence of the County Project Manager. The County Project Manager shall view the inversion of the tube from the video monitor in the Contractor's CCTV truck. If resin discharge from the tube is observed the Contractor shall immediately stop the inversion and remove the tube from the pipe. The rejected liner shall be removed from the site and disposed of in accordance with Federal, State and local requirements.
- K. Reforming: After insertion is completed, the contractor shall supply a suitable heat source. The equipment shall be capable of delivering hot fluids throughout the section to uniformly raise the temperature of the liner mass to the temperature required to cure the liner. The heat source shall be fitted with monitors to gauge the temperature and pressure of the fluid injected.
- L. Cool down shall be accomplished by the introduction of cool water and air or another approved method.
- M. During the warranty period, any defects that will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed upon by the County and the Contractor.

SEALING RICIPP AT MANHOLES/INLETS

- A. Leakage testing of the pipe shall be accomplished during the cure while under positive head.
- B. If the RICIPP fails to make a leak tight seal, the Contractor shall apply a sealing material at that point. The seal shall be of a resin mixture compatible with the RICIPP.
- C. There shall be no visible leaks in the completed system. During the warranty period, any defects that will affect the integrity or strength of the RICIPP or any visible leaks shall be repaired at the Contractor's expense.

INSPECTION

- A. The contractor shall inspect all piping to ensure that the RICIPP is free from defects in materials and workmanship.
- B. A video CD shall be provided to the County showing the completed work. The video CD shall include the pre-installation footage, the inversion/installation footage (when required) and the post-installation footage. NO INVOICE SHALL BE APPROVED FOR PAYMENT WITHOUT ACCOMPANYING VIDEO.
- C. RICIPP samples shall meet or exceed the specified structural properties of:

Property Results	Test Method	Minimum Test Result
Modulus of Elasticity	ASTM D-790	250,000 psi
Flexural Strength	ASTM D-790	4,500 psi
- D. Visual inspection of wet out facility and process parameters noted/ inspected (i.e. gap setting).
- E. Visual inspection of the RICIPP shall be in accordance with ASTM F-1216.
- F. At least one (1) Miscibility Test shall be performed on-site for each five installations.
- G. No payments shall be made for rejected liner tubes not meeting these specification requirements, including testing.

CHEMICAL THICKENED SYSTEM MISCIBILITY GUIDELINES

- A. The purpose shall be to define properties that the resin//resin-impregnated flexible tube must have to perform effectively and consistently in all field conditions.
- B. All resin/resin-impregnated flexible tube materials used shall have the following properties (greater than 1.5 million centipoises):
 - 1. Must react/perform in the presence of water.
 - 2. Must withstand submergence in water without degradation (pre-cure and post-cure).
 - 3. Must prevent the passage of water through the pipe joint (infiltration).
 - 4. Must stay at a constant viscosity during reaction period.
 - 5. Must stay in the confines of the host pipe being rehabilitated.
 - 6. Must not produce slugs that require excavation.
 - 7. Shall meet liner thickness per contract/design specifications (0% to +10%) measured eight times around the perimeter.
 - 8. Residual must not impede on downstream lines or water tables.

MISCIBILITY TEST PROCEDURE

- A. Resin + Chemical Thickener + premixed at wet-out facility. Test tube/glass-pint jars shall be filled half full with material. When mixed in the proper proportions and stored at temperatures above 40 degrees F, thickening shall be complete in 18 – 24 hours. Once thickening is complete invert test tube/jar: non-flowing, the container shall be filled with water. The lid shall be replaced and the contents shall be mixed by shaking, Resin system shall be immiscible.
- B. Resin + Chemical Thickener. Mix a 50/50 by volume, mixture of resin + thickener in a glass test tube/glass jar. The mixture shall thicken to 1.5mm cps in short time (approximately 15 minutes). Once thickening is complete (invert test tube /jar: non-flowing) fill the container full with water, replace lid/seal top and mix by shaking. Resin system shall be immiscible.

All samples/waste shall be disposed of properly and in accordance with Federal, State and Local requirements. For a more scientific approach – quantifying rate of thickening, see Time-Test Viscosity Method (ASTM D – 1545).

SLIP LINING

MATERIALS

- A. The liner pipe shall be fabricated from materials which are chemically resistant to withstand internal exposure to stormwater.
- B. The following material is approved for installation in lines:

The liner pipe and fittings shall be manufactured from polyethylene, high density polyethylene, polyvinyl chloride, fiberglass, steel, or aluminum pipe. The outside diameter shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit. The outside diameter of the liner shall be at least equal, preferably larger, than the inside diameter of the conduit. Allowance shall be made for misaligned and missing conduit. The standard dimension ration (SDR) of the liner pipe shall be based on the evaluation of the design considerations.
- C. These considerations normally include an evaluation of:
 - 1. Flow capacity
 - 2. External loads (hydrostatic pressure and/or static and dynamic earth loads)
 - 3. Internal pressure, if applicable. The Contractor shall recommend liner SDR based on an evaluation
- D. The contractor shall determine the minimum length for each section to provide at least two (2) feet excess at both ends of the liner pipe section to be processed. The Contractor shall verify the lengths in the field before insertion. Individual insertion runs can be made over one or more manhole sections as determined in the field by the Contractor and approved by the County Project Manager.

PREPARATION

A. Prior to installation:

1. Cleaning of line:

Line sections shall be cleared of all debris, roots and other materials that would hinder proper insertion of the liner by the Contractor.

2. Television Inspection:

Line sections to be lined shall be TV inspected with a video recording by the Contractor noting locations of all obstructions.

Any other obstructions encountered that will prevent proper liner installation or damage the liner during installation shall be called to the attention of the County so the County can determine the method for their removal or repair.

No lining shall be performed until the line has been properly prepared. If the line is unacceptable for lining, the Contractor shall review the TV inspection report and determine the location(s) where spot repairs or additional cleaning is required.

INSTALLATION

- A. Pipe Lining shall be installed in accordance with the requirements of FDOT Technical Specification 431.
- B. The liner pipe shall be inserted into the existing line with a power winch and steel cable connected to the end of the liner by use of an appropriate pulling header or other approved pulling method. A second pulling head may be attached to the other end of the liner for attachment of a tag line to pull the liner back out of the line, if necessary. Length of the liner pipe to be inserted at any one time shall be governed by the winch drum capacity and winching power available and consideration of the size and condition of the sewer.
- C. The finished pipe liner shall be continuous over the entire length of the insertion and be as free as practicable from visual defects such as splits, creases or foreign inclusions. It shall all meet the pressure test specified below.
- D. During the warranty period all defects which will affect the integrity or strength of liner shall be repaired at the Contractor's expense in a manner mutually agreed upon by the County and the Contractor.

SEALING LINER AT MANHOLES/SECURING LINER AT MANHOLES

- A. For a leak tight seal between the liner and the manhole wall the Contractor shall apply a sealing material at that point. The sealing materials and methods shall be approved by the County prior to installation and shall be performed at no additional cost.
- B. All liner ends in manholes shall be secured to help eliminate contraction, expansion and other movement of liner pipe

INSPECTION

After the work is completed the Contractor shall provide the County with a video CD showing the completed work, including the restored conditions.

BYPASSING PROCEDURE

The Contractor, when required, shall provide for the flow of water around or through the section or sections of pipe designated for service. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line.

The Contractor shall be responsible for the continuity of the water system during the execution of the work of any resulting contract. In the event that backup occurs, the Contractor shall be responsible for cleanup, repair and property damage costs and claims and shall restore property to its original condition, prior to damage.

The Contractor shall remove all solids or semi-solids resulting from the operations from the site. Any truck hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage shall occur.

Disposal shall be at a suitable site selected by the Contractor and approved by the appropriate jurisdictional personnel.

SPECIFICATIONS FOR INSTALLATION OF UV GRP CURED-INPLACE-PIPE (CIPP)

PART 1. GENERAL

1.01 INTENT

A. It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated fiberglass material tube ("Liner") which when cured shall extend the full length of the original pipe and provide a structurally sound, smooth, joint less and watertight pipe. The resin shall be cured using ultraviolet light within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting.

1.02 REFERENCED DOCUMENTS

A. The following documents form a part of this specification to the extent stated herein:

1. ASTM F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-In-Place Resin Pipe (CIPP)
2. ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
3. ASTM F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull In and Inflate and Curing of a Resin-Impregnated Tube.
4. ASTM D543 Test Method for Resistance of Plastics to Chemical Reagents
5. ASTM D578 Standard Specification Glass Fiber Strands
6. ASTM D638 Standard Test Method for Tensile Properties of Plastics
7. ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
8. ASTM D2122 Standard 1 Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
9. ASTM D3567 Standard Practice for Determining Dimensions of "Fiberglass" (GlassFiber-Reinforced Thermosetting Resin) Pipe and Fittings
10. ASTM D5813 Standard Specification for Cured-In Place Thermosetting Resin Sewer

PART 2. PRODUCTS

2.01 MATERIALS

A. Fiberglass liner – At the time of manufacture, each lot of glass fiber tube liner shall be inspected for defects. At the time of delivery, the liner shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, and deleterious faults.

1. The ENGINEER may at any time direct the manufacturer to obtain compound samples and prepare test specimens in accordance with the latest applicable ASTM standards.

B. Cured-in Place Pipe – The glass fiber tubing shall include an exterior and interior film that protects and contains the polyester, vinylester or ortho based resin used in the liner. The exterior film shall be provided with a UV light blocker foil.

C. Tube

1. The wet out Tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the Design thickness.

2. The Tube shall be sized such that when installed, will tightly fit the internal circumference and length of the original pipe.

3. The glass fiber Tube shall be saturated with the appropriate resin using a resin bath system to allow for the lowest possible amount of air entrapment. An inner and outer material will be added that are both impervious to airborne styrene, with the outer material also having UV blocking characteristics. If required by the liner manufacturer, the inner membrane will be removed after the installation and curing processes are completed.

4. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

5. The liner should be seamless in its cured state to ensure homogenous physical properties around the circumference of the cured liner.

D. Resin

1. The resin system shall be polyester, vinylester, or orthothalic (either ppg or npg grade) depending on the choice of the engineer, with a catalyst system that when properly cured within the tube composite meets the physical properties of:

- a. Flexural Modulus (minimum) 725,000 psi
- b. Flexural Strength (minimum) 15,000 psi
- c. Long term E-modulus 675,000 psi
- d. Long term tensile bending strength 13,500 psi

2. The resin used with this product shall use UV light to cure the pipe. The liquid UV resin shall saturate the tube and produce a properly cured liner, which is resistant to abrasion due to solids, grit, and sand.

3. Polyester, vinyl ester and catalyst system shall comply with the following requirements and when properly cured meet the requirements of ASTM F1216.

Resins created from recycled materials are not allowed.

E. Adheres to ASTM F 2019-11 (or latest edition)

2.02 GENERAL CORROSION REQUIREMENTS

A. The UV GRP cured-in-place pipe system shall utilize resins which will withstand the corrosive effect of the existing residential, commercial, and industrial effluents, liquids and/or gases.

2.03 DELIVERY, STORAGE, AND HANDLING

A. Care shall be taken in shipping, handling and storage to avoid damaging the liner. Any liner damaged in shipment shall be replaced as directed by the County at no additional cost to County.

B. While stored, the CIPPL shall be adequately supported and protected. The UV Cure GRP CIPPL shall be stored in a manner as recommended by the manufacturer and as approved by the County.

2.04 QUALITY CONTROL

A. No change of material, design values, or procedures as developed before bidding the contract may be made during the course of the Work without the prior written approval of the County.

B. All liner to be installed under this Work may be inspected at the manufacturer's plant(s) and wet-out facility for compliance with these Specifications by County. The CONTRACTOR shall require the wet-out facility's cooperation in these inspections. The cost of inspection will be the responsibility of the County.

C. At the time of manufacture, inspect each lot of liner for defects. At the time of delivery, the liner shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, or deleterious faults.

D. The liner manufacturer facility shall have a Quality Management System registered with the current ISO 9001 standard.

E. The wet out of the liner must be done in an indoor environmentally controlled manufacturing setting. No onsite wet out will be allowed. County may inspect this facility at the manufacturer's plant(s) for compliance with these Specifications.

PART 3. EXECUTION

3.01 INSTALLATION OF GLASS FIBER TUBING

A. The approved system must utilize an outer and inner film to ensure that the liner remains intact during the insertion process and to protect the resin at all times during the Installation and curing process from water and debris contamination, and resin migration. B. A constant tension winch should be used, as specified by the liner manufacturer, to pull the glass fiber liner into position in the pipe. The liner shall have a longitudinal fiberglass reinforcement band which runs the entire length of the liner ensuring that the pulling force is transferred to the band and not the fiberglass liner. Once inserted, end plugs shall be used to cap each end of the glass fiber liner to prepare for pressurizing the liner. The end plugs shall be secured to prevent them from being expelled due to pressure. Liner restraints shall be used in manholes.

C. A slip sheet shall be installed on the bottom one third to one half of the pipe prior to liner insertion (if it is not already part of the manufactured outer film of the liner), for the purpose of protecting the liner during insertion and reduce the drag, or as recommend by

the liner manufacturer.

D. The glass fiber liner shall be cured with UV light sources at a constant inner pressure. When inserting the curing equipment in the liner, care shall be taken to not damage the inner film material.

E. The UV light sources shall be assembled according to the manufacturer's specifications for the liner diameter. For the liner to achieve the required water tightness and specified mechanical properties, the following parameters must be controlled during the entire curing process, giving the Engineer a record of the curing parameters over every segment of the entire length of the liner. This demonstrates that the entire liner is cured properly.

The recording shall include:

1. Curing speed
2. Light source working & wattage
3. Inner air pressure
4. Curing temperatures
5. Date and time
6. Length of liner

F. This shall be accomplished using a computer and database that are tamper proof. During the curing process, infrared sensors shall be used to record curing data that will be submitted to the Engineer with a post CCTV inspection.

G. The optimal curing speed, or travel speed of the energized UV light sources, is determined for each length of liner based on liner diameter, liner thickness, and exothermic reaction temperature. Curing speed shall be as recommended by the manufacturer and determined by contractor based on various site specific field conditions.

H. If the liner is manufactured with a removable inner film, the inner film material shall be removed and discarded after curing to provide optimal quality of the final product.

3.02 SUBMITTALS

A. UV GRP Cured-In-Place Pipe - CONTRACTOR shall submit the following:

1. Summary table of CIPP material properties, including short-term flexural modulus of

elasticity, 50-year flexural modulus of elasticity, short-term flexural strength (bending stress), 50-year flexural strength (bending stress), and chemical resistance. Certified test reports shall be submitted verifying each value as described below.

2. Independent third party certified laboratory test reports demonstrating that the exact resin/liner combination to be used for this project meets the requirements for initial structural properties and chemical resistance (performed in accordance with ASTM F1216).

3. Independent third party certified laboratory test reports demonstrating that the exact resin and liner to be used for this project has been tested for long-term flexural modulus of elasticity and long-term flexural strength (i.e. 10,000 hour creep testing performed in accordance with ASTM 2990 or DIN 761 for design conditions applicable to this project). When filled resins are proposed, complementary data of the same data for unfilled resin shall also be provided. If the data submitted is not for the exact liner to be used on this project, submit a detailed description of the physical properties of both the liner used in the test and the liner to be used for this project to demonstrate that the two liners are comparable in terms of physical properties.

4. Test shall be performed for 10,000 hours under test conditions and loadings described below. The data points from 1,000 hours to 10,000 hours, or such other time period as determined by the ENGINEER based on the curve or slope of the plotted data, of the Long-term Flexural Modulus shall be extrapolated using a Microsoft Excel loglog scale linear regression analysis to determine the minimum service life

performance of the resin-tube.

5. Testing shall be conducted at:

a. Temperature 21°C to 25°C

b. Relative humidity: 50% minimum

c. Load: Load shall be calculated at 0.25% of the short term E-modulus as tested per ASTM D790 or ISO 178, or as approved by ENGINEER.

6. The name of the liner and resin manufacturer, the location of the facility where each was manufactured, and a list of appurtenant materials and accessories to be furnished.

7. Structural design calculations and specification data sheets listing all parameters used in the liner design and thickness calculations based on Appendix X1 of ASTM F2019 for each pipe segment with less than 10% ovality. If the ovality is 10% or greater, use either the ASCE or the WRc Sewerage Rehabilitation Manual, Type II Design, Section 5.3.2.iii for non-round pipe.

8. The quality management system for the wet-out facility must be registered in accordance with and conform to the current ISO 9001 standard. It must ensure that proper materials and amounts are used in the resin saturation process and in liner shipping and storage. At a minimum, the quality control documentation shall include resin lot numbers, volumes of resin, catalyst, enhancers, date of wet-out, storage / transportation controls, and quality assurance procedures.

9. Installation quality control plan, including bypass pumping plans, mainline sewer cleaning plans, cleanliness requirements, liner shot plan and sequence, liner installation standard procedures (including, but not limited to, minimum / maximum allowable installation pressures and speeds certified by the liner manufacturer), intermediate manhole exposed liner restraining method, light train sizing, temperature monitoring plan, odor control procedure, and plan to manage flow to/from laterals during lining.

10. Curing schedule for each lining segment.

11. Available standard written warranty from the manufacturer.

12. The submittal of a Company's Health and Safety Program and all required documents to demonstrate and prove that all employees are Confined Space Entry trained and Rescue trained as well. A site specific Health and Safety Program will be created and submitted for review. All CONTRACTOR employees shall have all training documents submitted prior to work commencing for review.

3.03 WARRANTY

A. All lining work shall be fully guaranteed by the CONTRACTOR for a period of 1 year from the date of Final Acceptance unless otherwise stipulated in writing by the County prior to the date of Conditional Acceptance. During this period, all serious defects

discovered by County shall be removed and replaced by the CONTRACTOR in a satisfactory manner at no cost to the County. In addition, the County may conduct independent television inspections, at its own expense, of the lining Work at any time prior to the completion of the guarantee period.

3.04 SAFETY

A. The Contractor shall carry out his operations in strict accordance with all applicable OSHA Standards. Particular attention is drawn to those safety requirements involving work on elevated platforms and entry into a confined space. It shall be the Contractor's responsibility to familiarize himself with OSHA Standards and Regulations pertaining to all aspects of this type of work. All equipment used on this project should be safe to operate and designed to eliminate manhole entry. If manhole entry is required, all OSHA guidelines for confined space entry shall be followed.

3.05 NOTIFICATION OF RESIDENTS

A. Prior to starting work, it is the responsibility of the Contractor to notify all residents that the lining process could affect. This notification shall consist of written information that outlines the CIPP process and timing of the project. This notification must be given a minimum of forty-eight (48) hours in advance of work in a given neighborhood.

3.06 BYPASS SEWAGE FLOW

A. Main lines shall be kept in service by bypassing sewage flow around the section or sections of sewer to be lined. The bypass shall be made by plugging the existing upstream manhole or adjacent sewer system. Pump and bypass lines shall be of adequate capacity and size to accommodate the flow without sewer backup. Sewer service connections within the section to be lined shall be temporarily taken out of service by the Contractor to permit relining. The operation of bypass pumping shall be considered incidental to the work. If sewage backup occurs and enters buildings, the Contractor shall be wholly responsible for cleanup, repair, and property damage costs and claims.

3.07 ACCESSIBILITY OF WATER FOR CLEANING

A. The Contractor is required to obtain a portable water meter from the local water department having jurisdiction in the area where lines are being cleaned/lined. All fresh

water necessary for performance of work under this contract shall be obtained from approved fire hydrants and metered accordingly per the requirements of the local water department. Requirements of the local water department shall be strictly followed. The water department may require an initial meter deposit. It is the responsibility of the Contractor to make these arrangements prior to start of this project.

3.08 CLEANING SEWERS

A. Internal debris shall be removed from the existing pipeline. All roots, debris and protruding service connections shall be removed. Pipes shall be cleaned with hydraulically powered equipment, high-velocity jet cleaners, or mechanically powered equipment. This equipment shall be capable of sufficiently cleaning and clearing the existing pipe. During the sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment to prevent additional damage to the existing pipe.

3.09 TELEVISION INSPECTION

A. After the sewer section to be lined is thoroughly cleaned, inspection shall be made with a color pan and tilt, 360° rotating head camera specifically designed and constructed for sewer inspection. Each sewer to be televised shall be field investigated to determine the need for plugging to eliminate flow from the line section. Lighting for the camera shall provide a clear picture of the entire periphery of the existing sewer. If the television inspection shows any areas where the sewer inside diameter may be deflected, decreased, or obstructed, the Engineer will coordinate a point repair. The Contractor shall carefully inspect the interior of the pipeline to determine the location of any conditions that may prevent proper installation of the impregnated tube. These conditions may include protruding service taps, collapsed or crushed pipe, and reductions in the cross-sectional area of more than 40%. The Contractor shall note these conditions so that they can be corrected. The original pipeline shall be cleared of these obstructions at the contracted unit price. Protruding taps or service connections which will obstruct or hinder the insertion of the liner, shall be removed to allow the liner to pass through. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then a point repair excavation shall be recommended to remove or repair the obstruction.

The Engineer shall be notified immediately when the Contractor has determined the need for a point repair.

B. Upon completion of the liner installation the CONTRACTOR shall perform a television inspection to document the as-built condition. The CONTRACTOR shall provide two copies of as-built inspection to the County in digital format for review and acceptance by the County.

3.10 SERVICE CONNECTIONS

A. Existing sewer service connections shall be reinstated through the use of a closed-circuit television camera and a remote-controlled (robotic) cutting device: Inactive sewer service connections shall not be cut. The exact location and number of service connections shall be determined from TV tapes and/or in the field. It shall be the Contractor's responsibility to accurately field locate all existing service connections. The Contractor shall reconnect all service connections to the lined pipe. Experienced operators shall make connections so that no blind attempts or holes are made in the liner pipe. The Contractor shall be responsible for restoring/correcting without any delay, all missed or faulty reconnections, as well as for any damage caused to property owners for not reconnecting the services soon enough or for not giving notice to the owners. All existing service connections shall be reconnected by remote TV controlled cutting device. All service connections shall be fully opened (95% to 100%) within 24 hours. No partial cuts shall be permitted over a weekend or overnight. When the service connection is reestablished, the invert of the service connection shall match the bottom of the reinstated service opening. The service shall be reinstated from a minimum of 95 percent to a maximum of 100 percent of internal diameter of the original service connection. The sewer service connection cuts shall be uniform and brushed to remove burrs and sharp edges. After all service laterals have been cut, the line section shall be flushed and all coupons from the re-established laterals retrieved. These retrieved coupons shall be properly disposed and not washed down the line. The contractor shall be held responsible for service back-ups caused by accumulated coupons and liner material left in the sewer.

3.11 FIT AND FINISH

A. The finished liner shall be continuous over the entire length of the sewer section. The finished liner shall tightly conform to the walls of the existing (host) sewer main; therefore, it is the Contractor's responsibility to verify the section lengths and pipe dimensions. No gap or annular space between the finished liner and the existing (host) sewer main shall be visible at the manhole, sewer service connection, or other exposed points within the finished lined section. The finished liner shall be homogeneous throughout and free of any wrinkles, protrusions, holes, cracks, foreign material, blisters, or other deleterious faults or defects, which in the opinion of the Engineer, will affect the liner's structural integrity, hydraulic performance, future maintenance access, and overall line performance.

PART 4. MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Measurement of CIPP liner shall be by the number of feet, measured from center-to-center of small drainage structures or between open ends including the length of pipe bends and branches. Deductions in length shall not be made for manholes where the distance measured in the direction of flow, including bends, is 6 feet or less.

4.02 PAYMENT

A. Payment for all inspections is included with the contract unit price of the corresponding pay item.

B. Payment for accepted quantities shall be made at the contract prices and paid in monthly progress payments for all work performed in that month.

SPECIFICATION – INJECTION GROUTING

HYDROPHOBIC POLYURETHANE

DESCRIPTION:

General

Furnish all labor, equipment, and materials necessary and incidental thereto to perform all required operations to eliminate the flow of water by pressure injection to fill cracks, voids, and joints in concrete substrates.

Definition of Terms

Refusal	when a crack or void area will accept no more grout under the prevailing pumping conditions (for reasons other than the pump ability of the grout)
Return time	the time taken for a grout, under certain application conditions to completely penetrate a crack, void, or network of cracks.
Gel time	<p>the time required for the grout to cure following the reaction with the accelerator.</p> <p>Gel time or cure time can be affected by temperature and amount (percentage) of accelerator mixed in the component A.</p>

INJECTION PROCESS:

Fully examine the existing site conditions to ensure that all associated work can be performed without removing or relocating existing utilities, structures or structural members.

- 1) Remove all standing water.
- 2) Drill at a 45° degree angle where possible to intersect the wall/floor joint interface halfway through the thickness of the substrate (e.g. 4" deep for 8" thick slab)
- 3) Drilling depth should be half the thickness of the concrete member.
- 4) Install mechanical injection ports and secure in place at a spacing of 6-12" inches apart (6" for hairline and 12" for wider cracks). Alternate positioning from left side to right side as you move along the crack where possible.

INJECTION PROCESS (Continued)

If the joint surface exhibits immediate free flow of resin while working the first packer, pause for a few minutes. In most cases, the resin will react fast enough with the water and expand rapidly. The resulting resin product will heal the joint and provide a surface seal to contain the material to follow.

The contractor is responsible for estimating what duration time is adequate for grouting the voids and is responsible to prove that the void is full by attempting to inject each port to refusal.

Once the contractor is assured that the resin has reached the next injection packer or has sufficiently stopped the water as evidenced by the grout oozing out of the joint area, he should shut off the resin flow, disconnect pump pressure line, and proceed to the next packer.

Follow the injection process for one to three packers, the contractor shall return to the first packer and attempt to re-inject it again. Some of the packers will take more grout, filling up more of the crack/joint area and creating a higher density void filler and water stop.

The contractor shall continue this procedure until refusal.

MATERIALS

A. Injection Ports

Provide suitable injection ports (stainless steel/brass/zinc/plastic), button head or zerk fittings, shaft and rubberized expandable grommet.

B. Grout Injection Material

Hydrophobic water cut-off grout polyurethane. Grout material is to be 100% solvent free and 100% solids. Gel time of the product is adjustable by adding a certain percentage of accelerator per the manufacturer's recommendations. Grout material shall not shrink or swell. Grout material shall cure to a semi-flexible foam structure, which is not affected by water or dryness.

C. Pump Equipment

All chemical grouting equipment shall be of a type, capacity, and mechanical condition suitable for doing the work. The equipment shall be compatible with the chemicals to be handled and shall be maintained in proper operating conditions at all times.

D. SUBMITTALS

- 1) Submit all technical literature covering the chemical grout material including complete manufacturer's specifications, recommendations and test data.
- 2) Provide Material Safety Data Sheets on any chemical products utilized during the work of this section.

- 3) Injection port pattern and/or grouting method statement to Architect for approval prior to starting grouting operations.
- 4) Samples
 - (a) Stainless steel, brass, zinc, or plastic button/zerk Injection packers.

F. Quality Assurance

- 1) Qualifications: Company specializing in structural repairs, crack injection and waterproofing of cracks shall be trained by the waterproofing material's manufacturer and certified in the application of the materials.

G. Delivery, Storage and Handling

- 1) Deliver all materials in the manufacturer's sealed original containers bearing the manufacturer's name and product identification in a manner to prevent damage, breakage, and water or moisture intrusion.
- 2) Store and handle all products of this section in strict accordance with the manufacturer's instructions and product safety regulations.
- 3) All equipment shall meet or exceed OSHA safety requirements and be of a size and nature, which does not conflict with safe accessibility to the site.

H. Project Conditions

- 1) Do not execute the Work of this section unless the Site Engineer or Authorized Representative is present and has authorized the work to commence.
- 2) Do not remove any utility equipment or piping in the area while executing the work.

I. Environmental Requirements

- 1) Do not apply if the temperature is below 32°F or above 90°F unless the material manufacturer is consulted for recommendations.

J. Owner's Requirements

- 1) Execute all work in accordance with all safety requirements, approved written procedures and with the least amount of interference with the work of other trades as possible.
- 2) Equipment should be confined to the delivery area and all components shall be in good working order as approved manufacturer for use with the specified materials.
- 3) Immediately notify the Site Engineer/Owner's representative in the event of any process interruption or environmental concerns which could affect the service or application conditions relative to this work.

Protection, Cleaning and Safety

- 1) Following a complete injection of all mechanical packers to refusal and where the visible leakage has been completely eradicated, remove all injection packers. Remove cured material where applicable and fill injection hole with rapid cement.
- 2) Clean all adjacent areas of excess material, powder, cement and/or droppings. Chemicals used for cleaning shall be nonhazardous and non-flammable
- 3) Process grout materials using appropriate protective gear including gloves, masks, or goggles, and appropriate clothing as described and in accordance with the manufacturer's MSDS sheets.

Protection, Cleaning and Safety (Cont'd)

- 1) Follow manufacturer's recommendations for product safety and disposal of material.
- 2) Comply with all OSHA regulations for drilling procedures using protective gear including highlighted vests, face shields, or goggles.

Q. Field Quality Control

- 1) The Engineer shall inspect the surface and reject any port holes that are unacceptably filled or any surface area, which displays other defects, related to the completion of this work.
- 2) All work is to be done under the supervision of the jobsite supervisor or owner's representative.

End of Section

EXHIBIT L
FDOT AND LEE COUNTY DESIGN STANDARDS

The following design standards are expressly agreed to be incorporated by reference and made a part of this Agreement:

1. Florida Department of Transportation FY2023-24 Design Standards as published at the following link:

<https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2023-24>

2. Lee County Department of Transportation Plan Specifications for Signal & Street Lighting, January 2023 edition as published at the following link:

<http://www.leegov.com/dot/traffic/trafficstandard>

3. Lee County Utilities Design Manual, the latest edition as published at the following link:

<http://www.leegov.com/utilities/design-manual>

In the event of discrepancies between the Lee County and FDOT design standards, Lee County Standards shall govern.

EXHIBIT M
DEVELOPMENTAL SPECIFICATIONS

N/A

I hereby certify that these Developmental Specifications have been properly prepared by me, or under my responsible charge:

Developmental Specifications Section(s):		
Signature:	N/A	
Date:		
Engineer of Record:		
Florida License No.:		
Firm Name:		
Firm Address:		
City, State, Zip Code:		
Cert. of Authorization No:		

EXHIBIT N
CONTRACTOR'S BACKGROUND SCREENING AFFIDAVIT



**CONTRACTOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Contractor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Contractor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Contractor will be solely responsible for complying with such legal requirements. Furthermore, the Contractor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: _____

Signature

STATE OF _____
COUNTY OF _____

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: _____.

[Stamp/seal required]

Signature, Notary Public